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 Rick Campbell 1:58PM LEAS
 Stark County Recorder T20100006953

NON-DRILLING OIL AND GAS LEASE

THIS LEASE, made this 5 day of MARCH, 2010, by and between **DaRE HOLDINGS, LLC** whose mailing address is 10000 Portage St. N.W. Canal Fulton, OH 44614 phone number: (330) 832-5076, hereinafter called Lessor, and **M & M ROYALTY, INC.**, 5377 Lauby Road, NW, #202, North Canton, Ohio 44720, hereinafter called Lessee, do agree:

1. Lessor, for consideration, grants Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's land, or any portion thereof, with other lands into a drilling unit(s) of no more than fifty (50) acres; and the right to lay and maintain pipelines to transport oil and gas from any source. This lease is for nine (9) months and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in the Lessee's judgment from any such unit. This lease covers all of the Lessor's land in Section 43 of City of Massillon, Stark County, Ohio, containing 8.31 acres, more or less, and bounded substantially as follows:

And further known as parcel numbers: **0607555, 0613459, 0607554, 0619114, 0607553, 0613460**

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all oil and gas sold off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit. All payments due Lessor shall be deemed tendered when delivered or mailed to Lessor, or any one of them. Lessor grants Lessee a power of attorney to execute indemnifying division orders for the sale of oil. If after a well is drilled, there is no production from any such unit for six (6) continuous months, then thereafter, Lessor shall be paid Fifty Dollars (\$50.00) per year until such production occurs.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any surface equipment of any nature whatsoever on the leased premises, the within lease being granted for the purpose of permitting the Lessee to unitize the leased premises with other properties, which other properties shall bear all the burden of surface development. This lease shall be binding on all heirs, successors and assigns of the Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate notice of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless shall be treated as an entirety and all payments due shall be paid proportionately to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportionate share of any payment due. Lessee, may at any time surrender this lease in whole or in part and unless the released instrument expressly provides to the contrary, upon the surrender, termination or expiration of this lease, Lessee shall nonetheless maintain all rights to any then existing pipelines.

4. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens, existing, levied or assessed on or against said lands, and in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder. This lease contains all of the agreements of the parties and there shall be no implied covenants or verbal representations.

5. In the event that a well is drilled on property owned by the Campbell Oil Company. The Lessor may, at Lessor's sole risk and cost, lay a pipeline from said gas well on the premises, and take gas produced from said well for domestic use in one building located on the leased premises, at Lessor's own risk, subject to the use and the right of abandonment of the well by the Lessee, and subject to any curtailments or shut-in by any purchaser of the gas or governmental authority. The first two hundred fifty thousand (250,000) cubic feet of gas taken each year shall be free of cost, but all gas in excess of two hundred fifty thousand (250,000) cubic feet of gas taken in each year shall be paid for at well head price. Lessor to lay and maintain the pipeline(s) and furnish safety regulators, positive shut-off drips, meters and other necessary equipment at Lessor's expense. Lessor understands the highly dangerous character of gas and its tendency to escape from its proper confines and Lessor further agrees to obtain periodic inspections of said delivery system by a qualified person. **Lessor understands and agrees that Lessee is not responsible and has no duty of care for the delivery system to said dwelling house and that Lessor is fully responsible for the maintenance and construction of said delivery system.** This privilege is upon the condition that the Lessor shall subscribe to and be bound by the reasonable rules and regulations of the Lessee relating to the use of free gas, and Lessor shall maintain the said pipeline(s), regulator(s), meter(s) and equipment in good repair and free of all gas leaks and operate the same so as not to cause waste or unnecessary leaks of gas. If the Lessor shall take excess gas as aforesaid in any year and fail to pay for the same, the Lessee may deduct payment for such

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excess gas from any rentals or royalties accruing to the Lessor hereunder. However, in the event that the leased premises are unitized to form an oil and gas drilling unit, only the owner of the lands on which such well is located may take free gas for use on such owner's lands. Lessors acknowledges that they have been advised and fully understand the risks inherent in the taking of gas in this manner, including the absence of any odorizing agent, and that said gas may be dirty gas that may include oil, water and other impurities which can create excessive wear in the Lessor's gas delivery system, and Lessor agrees to assume all such risks whether same be caused by Lessor's lines or equipment, or whether same be caused by Lessee's equipment or well operation; and Lessor agrees to hold Lessee and the well operator and all parties in interest in any well on the leased premises harmless from any claims of any nature whatsoever which may arise by the usage of gas from any such well by Lessor, their heirs, executors, administrators and assigns. Lessee shall in no way be held liable for insufficient supply of said gas, as Lessor acknowledges the intermittent nature of gas markets and problems in production of natural gas. Grantor further agrees to sign a Free Gas usage Agreement with Grantee.

6. Lessor has the option to invest up to 10% (ten percent) of the working interest of the well known as the Campbell Oil Unit #1. Lessor must elect to participate 30 days prior to commencement of drilling with notification from M&M Royalty LTD.

Signed and acknowledged
in the presence of:

* *Rose Ann DARE*
Signature of Eessor (Title)
Rose Ann DARE
Printed Name of Eessor
Camryn DARE LLC
Managing Director

Signature of Lessor (Title)

Printed Name of Lessor

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____, COUNTY OF _____ SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ for the uses and purposes herein mentioned.

My Commission Expires: _____

Notary Public

STATE OF OHIO)

COUNTY OF STARK)

) SS: **CORPORATE ACKNOWLEDGEMENT**

Before me a Notary Public in and for said county and state personally appeared the above named

ROSE ANN DA RIF who acknowledged to me that
he/~~she~~/they is the MANAGING PARTNER of said corporation and that he/~~she~~/they did execute the
foregoing instrument and that the same is his/her/their free act and deed of said corporation that he/she has been duly
authorized thereby for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at

MASSILLON, OHIO this 5 day of MARCH, 20 10.


Notary Public

My Commission expires:

6/2/2014



GENE CARD
Notary Public, State of Ohio
My Commission Expires 06-02-2014

This instrument prepared by: M & M Royalty, Ltd., 5377 Lauby Rd., NW, #202, North Canton, OH 44720



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